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Attorneys for Plaintiff ARIELLE LORRE, an individual

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

ARIELLE LORRE, an individual,	) Case No. 2:25-cv-05525-SVW-RAO
	)
Plaintiff,	) <b>PLAINTIFF'S NOTICE OF MOTION</b>
	) <b>AND MOTION FOR DEFAULT</b>
v.	) <b>JUDGMENT AND PERMANENT</b>
	) <b>INJUNCTION AGAINST</b>
THEECOMFY LLC, a New Mexico	) <b>DEFENDANTS THEECOMFY LLC</b>
limited liability company; and VICTOR	) <b>AND VICTOR CARRERAS</b>
CARRERAS GONZALEZ, an individual,	) <b>GONZALEZ; DECLARATIONS OF</b>
	) <b>ARIELLE LORRE AND RONALD</b>
Defendants.	) <b>RICHARDS, ESQ.</b>
	)
	) <b>DATE: OCTOBER 20, 2025</b>
	<b>TIME: 1:30P.M.</b>
	<b>LOCATION: CTRM 10A</b>

**TO THE COURT AND DEFENDANTS THEECOMFY LLC AND VICTOR CARRERAS GONZALEZ:**

PLEASE TAKE NOTICE THAT on October 20, 2025 at 1:30 p.m., or as soon thereafter as this matter may be heard in Courtroom 10A, Judge Stephen Wilson presiding, of the above-entitled Court located at 350 W. 1st Street, Los Angeles, CA 90012, Plaintiff ARIELLE LORRE (“Plaintiff”) will move the Court to enter default judgment and a permanent injunction against Defendants THEECOMFY LLC (“Theecomfy”) and VICTOR CARRERAS GONZALEZ (“Gonzalez,” collectively “Defendants”).

As set forth in the accompanying Memorandum of Points and Authorities, there is good cause for the relief requested. Defendants failed to appear in this action and the clerk has previously entered the default of said Defendants on August 6, 2025. Defendants are not minors or incompetent persons or in military service or otherwise exempted under the Servicemembers Civil Relief Act.

Further, as set forth more fully in the Complaint, herein, and in the accompanying Proposed Order:

1. Defendants misappropriated Plaintiff's name and likeness through AI-generated deepfake advertisements, and on that basis, Plaintiff seeks injunctive relief to permanently restrain Defendants as follows:
  - a. Using, publishing, or distributing any material that misappropriates Plaintiff's name, image, likeness, or voice, including but not limited to AI-generated content;
  - b. Representing or implying that Plaintiff endorses, sponsors, or is affiliated with Defendants' products, business, or company; and
  - c. Engaging in any unfair, unlawful, or fraudulent business practices in violation of California's Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200 et seq.) in connection with Plaintiff's rights.

1 2. Plaintiff further seeks an order requiring Defendants to immediately remove all  
2 images, videos, or likenesses of Plaintiff from their websites, social media  
3 accounts, and any other platforms under their control.

4 In addition, damages against Defendants, jointly and severally, in the amount of  
5 \$200,000 in compensatory damages, \$200,000 in punitive damages, \$10,200.00 in  
6 attorney fees, \$902.00 in court costs, and prejudgment interest to be determined up to  
7 the date of the judgment and for post judgment interest are also requested.

8 This Motion is based on this Notice, the attached Declarations of Ronald N.  
9 Richards and Arielle Lorre, and the pleadings, files and other matters that may be  
10 presented at the hearing.

11 DATED: September 18, 2025 LAW OFFICES OF RONALD RICHARDS AND  
12 ASSOCIATES, A.P.C.

13 By: /s/ Ronald Richards  
14 Ronald Richards, Esq.  
Attorneys for Plaintiff Arielle Lorre

15 DATED: September 18, 2025 LAW OFFICES OF GEOFFREY LONG, A.P.C.

16 By: /s/ Geoffrey Long  
17 Geoffrey Long, Esq.  
Attorneys for Plaintiff Arielle Lorre

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

Plaintiff ARIELLE LORRE (“Plaintiff” or “Lorre”) brought this action against Defendants THEECOMFY LLC (“Theecomfy”) and VICTOR CARRERAS GONZALEZ (“Gonzalez”) (collectively “Defendants”) for misappropriation of name and likeness and violation of California's Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200 et seq.) arising from Defendants' unauthorized use of Plaintiff's likeness in AI-generated deepfake advertisements falsely endorsing their products.

Defendants were served with the Complaint, but failed to respond or appear. The Clerk entered default against the Defendants on August 6, 2025 (Dkt. 14 and 15), and Lorre now seeks entry of a default judgment and permanent injunction against both Defendants.

**II. RELEVANT FACTUAL AND PROCEDURAL BACKGROUND**

**A. Factual Background**

**1. Plaintiff Lorre and Her Rights of Publicity.**

Lorre is a well-known influencer and podcaster in the wellness and beauty industry, residing in Los Angeles County, California. She has built a substantial following and brand value through her authentic endorsements and content. (Complaint, Dkt. 1, ¶ 1.) Lorre's name, image, and likeness are protected under California law, including common law and statutory rights of publicity. (Id., ¶¶ 1, 5.)

**2. Defendants' Unauthorized Use of Lorre's Likeness.**

Defendant Theecomfy is a New Mexico limited liability company with its principal place of business in Albuquerque, New Mexico. (Id. at ¶2). Defendant Gonzalez is an individual and the sole managing member of Defendant Theecomfy. (Id. at ¶3). Defendant Theecomfy and Defendant Gonzalez are alter egos of each other. (Id. ¶5). Defendant Gonzalez does not treat Theecomfy as a separate entity and operates that business as a sole proprietorship. (Id., ¶6).

1 As alleged in the Complaint, Defendants used AI-generated deepfake videos  
2 and images of Plaintiff's likeness to falsely endorse their skincare products, including  
3 on social media and their website. This misuse began around early 2025 and continued  
4 until at least the filing of this lawsuit. (Id., ¶¶ 2-3, 5-7.) Plaintiff is informed and  
5 believes that Gonzalez is the sole managing member of Theecomfy and that they are  
6 alter egos. (Id., ¶¶ 3-7.) Lorre has not authorized Defendants to use her likeness. (Id.,  
7 ¶¶ 4, 6.)

8 Defendants' misappropriation of Lorre's likeness has been done with the intent  
9 of deceiving or misleading consumers into mistakenly believing that Lorre endorses  
10 their products, which is likely to cause confusion, mistake, or deception. (Id., ¶¶ 5, 14-  
11 18.) Accordingly, Defendants' actions misappropriate the goodwill built up by Lorre  
12 and otherwise confuse and misdirect consumers. (Id.) As a result, Lorre has suffered,  
13 is suffering, and will continue to suffer irreparable injury for which Lorre has no  
14 adequate remedy at law. (Id., ¶¶ 24-28.)

15 As a result of the above, Lorre brought this action against Defendants for  
16 misappropriation of name and likeness and unfair business practices.

17 Defendants are a limited liability company and an individual, respectively, and  
18 are not minors, incompetent persons, or in military service. Accordingly, the  
19 Servicemembers Civil Relief Act does not apply. (Declaration of Ronald N. Richards  
20 ("Richards Decl."), attached hereto, at ¶ 6.)

## 21 **B. Procedural History**

22 Lorre filed her Complaint against Defendants on June 18, 2025. (Dkt. 1,  
23 Complaint; Richards Decl., ¶ 2.) Lorre filed a proof of service for Defendants Victor  
24 Carreras Gonzalez and Theecomfy LLC on July 17, 2025. (Richards Decl., ¶ 3 and  
Dkts. 10 and 11.)

Defendants failed to respond to the Complaint and made no appearance in the  
action, although a response was due no later than July 18, 2025. (Richards Decl. at ¶¶

1 4-5.) Accordingly, on August 3, 2025, Lorre filed a Request to the Clerk to Enter  
2 Default against both Defendants. (Dkts. 12 and 13; Richards Decl., ¶ 8.) The Clerk  
3 entered the requested defaults against each Defendant on August 6, 2025. (Dkts. 14  
4 and 15; Richards Decl., ¶ 9.)

### 5 **III. LEGAL ARGUMENT**

#### 6 **A. The Court May Enter Default Judgment.**

7 Federal Rule of Civil Procedure 55(b) provides for a court-ordered default  
8 judgment following entry of default under Rule 55(a). Local Rule 55-1 requires that  
9 the application for default judgment be accompanied by a declaration that includes: (1)  
10 when and against what party default was entered; (2) the identification of the pleading  
11 to which default was entered; (3) whether the defaulting party is an infant or  
12 incompetent person, and if so, whether that person is represented by a general  
13 guardian, committee, conservator or other representative; (4) that the Servicemembers  
14 Civil Relief Act does not apply; and (5) that notice has been served on the defaulting  
15 party, if required.

16 Entry of default judgment is left to the court's sound discretion. *Aldabe v.*  
17 *Aldabe*, 616 F.2d 1089, 1092 (9th Cir. 1980). In deciding whether to enter a default  
18 judgment, courts may consider: (1) the possibility of prejudice to the plaintiff; (2) the  
19 merits of plaintiff's substantive claim; (3) the sufficiency of the complaint; (4) the sum  
20 of money at stake in the action; (5) the possibility of a dispute concerning material  
21 facts; (6) whether the default was due to excusable neglect; and (7) the strong policy  
22 underlying the Federal Rules of Civil Procedure favoring decisions on the merits. *Eitel*  
23 *v. McCool*, 782 F.2d 1470, 1471-72 (9th Cir. 1986). "In applying this discretionary  
24 standard, default judgments are more often granted than denied." *PepsiCo, Inc. v. Cal.*  
*Sec. Cans*, 238 F. Supp. 2d 1172, 1174 (C.D. Cal. 2002).

After default has been entered against a defendant, the well-pleaded factual  
allegations of the complaint are taken as true, except for those allegations relating to

1 damages. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987)  
2 (quoting *Geddes v. United Fin. Grp.*, 559 F.2d 557, 560 (9th Cir. 1977) (“The general  
3 rule of law is that upon default the factual allegations of the complaint, except those  
4 relating to the amount of damages, will be taken as true.”)).

5 California Civil Code section 3344 provides for damages including punitive  
6 damages plus attorneys’ fees for misappropriation of name, image and likeness.

7 California Civil Code section 3344(a) states:

8 “Any person who knowingly uses another's name, voice, signature, photograph,  
9 or likeness, in any manner, on or in products, merchandise, or goods, or for  
10 purposes of advertising or selling, or soliciting purchases of, products,  
11 merchandise, goods or services, without such person's prior consent, or, in the  
12 case of a minor, the prior consent of his parent or legal guardian, shall be liable  
13 for any damages sustained by the person or persons injured as a result thereof.  
14 In addition, in any action brought under this section, the person who violated  
15 the section shall be liable to the injured party or parties in an amount equal to  
16 the greater of seven hundred fifty dollars (\$750) or the actual damages suffered  
17 by him or her as a result of the unauthorized use, and any profits from the  
18 unauthorized use that are attributable to the use and are not taken into account in  
19 computing the actual damages. In establishing such profits, the injured party or  
20 parties are required to present proof only of the gross revenue attributable to  
21 such use, and the person who violated this section is required to prove his or her  
22 deductible expenses. Punitive damages may also be awarded to the injured party  
23 or parties. The prevailing party in any action under this section shall also be  
24 entitled to attorney's fees and costs.”

(Cal. Civil Code, § 3344(a).)

1           **B.     The Eitel Factors Favor Entry of Default Judgment**

2           The first Eitel factor considers the possibility of prejudice to Plaintiff if default  
3 judgment is not entered. *Eitel v. McCool*, 782 F.2d 1470, 1471-72 (9th Cir. 1986). As  
4 Defendants have failed to appear or otherwise defend this action, Plaintiff would be  
5 left without remedy should the default judgment be denied. Therefore, this factor  
6 weighs in favor of default judgment.

7           The second and third Eitel factors deal with the merits and sufficiency of  
8 Plaintiff's case. *Eitel v. McCool*, 782 F.2d 1470, 1472 (9th Cir. 1986). These two  
9 factors require that Plaintiff "state a claim on which the [plaintiff] may recover."  
10 *Philip Morris USA, Inc. v. Castworld Prods., Inc.*, 219 F.R.D. 494, 500 (C.D. Cal.  
11 2003). In this action, Lorre has asserted claims for misappropriation of name and  
12 likeness and unfair business practices arising from Defendants' unauthorized use of  
13 Plaintiff's likeness in AI-generated advertisements. Numerous courts have held that  
14 unauthorized use of a person's likeness for commercial purposes constitutes  
15 misappropriation under California law. See, e.g., *Downing v. Abercrombie & Fitch*,  
16 265 F.3d 994 (9th Cir. 2001)[the Court held that the unauthorized use of a photograph  
17 of famous surfers in a commercial catalog, along with their names, was actionable  
18 under California's misappropriation law, and that such commercial use was not  
19 protected by the First Amendment].; *Midler v. Ford Motor Co.*, 849 F.2d 460 (9th Cir.  
20 1988) [held that when a professional singer's distinctive voice is deliberately imitated  
21 in a commercial to sell a product without her consent, it constitutes an actionable tort  
22 of misappropriation of identity under California common law.].

23           As the Clerk has entered default against Defendants, the factual assertions and  
24 allegations made by Plaintiff in her Complaint are taken as true. Lorre owns her rights  
of publicity. Yet, Defendants used AI-generated deepfakes of Lorre to endorse  
products without authorization.



1 Defendants' misappropriation has caused, and is likely to continue to cause,  
2 consumer confusion, mistake, or deception, including misleading consumers into  
3 believing Lorre endorses Defendants' products. Defendants' actions damage Lorre's  
4 reputation and goodwill. Taking the factual assertions and allegations as true, Plaintiff  
5 has alleged sufficient facts to support her claims against both Defendants, including  
6 the alter ego relationship. Therefore, the second and third Eitel factors weigh in favor  
of default judgment.

7 The fourth Eitel factor is the sum of money at stake in the action. *Eitel*, 782  
8 F.2d at 1471. Under the fourth Eitel factor, the Court will consider the amount of  
9 money at stake compared to the seriousness of the defendants' conduct. *PepsiCo*, 238  
10 F. Supp. 2d at 1176-77.

11 Here, Plaintiff seeks \$200,000 in compensatory damages, \$200,000 in punitive  
12 damages, \$10,200 in attorneys' fees, \$902 in costs, and injunctive relief, which is  
13 reasonable given the willful nature of the conduct and harm caused. (Declaration of  
14 Arielle Lorre ("Lorre Decl."), ¶¶ 4-6; Richards Decl. at ¶¶9-11.) Plaintiff's  
15 endorsement fees for similar beauty products range from \$25,000 to \$50,000 per  
16 campaign. (Lorre Decl. at ¶10.) Defendants' unauthorized use has devalued Plaintiff's  
17 image and was obtained by Defendants without compensating Plaintiff. Plaintiff  
18 should be compensated for Defendants' free use of her images. Plaintiff is seeking  
19 \$200,000 in damages for the amount of times Defendants used her images. Plaintiff  
20 estimates they used her images over 100 times without permission. (Lorre Decl. ¶10).  
Plaintiff's declaration provides proof of the gross revenue she lost and/or gained by  
the Defendants using her likeness by a deep fake. (Lorre Decl., ¶10)

21 Defendants' conduct was willful, malicious, and done with conscious disregard  
22 for Plaintiff's rights, as they continued the misuse despite knowing it was  
23 unauthorized. (See Richards Decl. ¶12) This warrants punitive damages of \$200,000  
24 to punish Defendants and deter similar conduct. Plaintiff is seeking total award for

1 damages of \$400,000. This fourth factor considering the amount of money at stake  
2 weighs in favor of default judgment.

3 The fifth Eitel factor is the possibility of a dispute concerning the material facts.  
4 *Eitel*, 782 F.2d at 1471. As Defendants have failed to respond, the Court is unable to  
5 determine that any material facts may be in dispute. Therefore, this factor should not  
6 weigh in favor of either Plaintiff or Defendants.

7 The sixth Eitel factor is whether Defendants' default was the product of  
8 excusable neglect. *Eitel*, 782 F.2d at 1472. Defendants were properly served at their  
9 known addresses. Defendants' failure to appear was not the result of excusable neglect.  
10 Instead, Defendants have simply chosen to ignore this lawsuit and not to respond to  
11 the Complaint. Accordingly, this factor weighs in favor of default judgment.

12 The seventh and final Eitel factor is the strong public policy favoring decision  
13 on the merits. *Eitel*, 782 F.2d at 1472. Here, Defendants' failure to respond has  
14 prevented a decision on the merits. Accordingly, this factor should be considered  
15 neutral.

16 As factors 1, 2, 3, 4, and 6 weigh in favor of granting default judgment, and  
17 factors 5 and 7 are neutral, default judgment is proper when the Eitel factors are  
18 applied to this case.

### 19 **C. A Permanent Injunction Should Be Granted**

20 Based on California Civil Code section 3344 and 15 U.S.C. Section 1125,  
21 issuing an injunction is an appropriate remedy for violations involving rights of  
22 publicity and unfair competition. "It is well established that courts can issue  
23 injunctions as part of default judgments." *Philip Morris USA, Inc., supra*, 219 F.R.D.  
24 at 502.

A permanent injunction may be granted where Plaintiff demonstrates: (1) that  
she has suffered an irreparable injury; (2) that remedies available at law, such as  
monetary damages, are inadequate to compensate for that injury; (3) that, considering

1 the balance of hardships between the plaintiff and defendants, a remedy in equity is  
2 warranted; and (4) that the public interest would not be disserved. *eBay Inc. v.*  
3 *MercExchange, L.L.C.*, 547 U.S. 388, 391 (2006). “[T]he decision whether to grant or  
4 deny injunctive relief rests within the equitable discretion of the district courts.” *Id.* at  
5 394. However, injunctive relief is often appropriate in cases involving  
6 misappropriation of likeness, since there is no adequate remedy at law for ongoing  
7 harm. *Century 21 Real Estate Corp. v. Sandlin*, 846 F.2d 1175, 1180 (9th Cir. 1988).

8 Plaintiff's Complaint specifically alleges that Defendants' actions have caused  
9 and, unless enjoined, will continue to cause consumer confusion, mistake, or  
10 deception, including misleading consumers into believing Plaintiff endorses  
11 Defendants' products. Plaintiff further alleges that Defendants' misappropriation has  
12 caused, and, unless enjoined, will continue to cause irreparable harm to Plaintiff's  
13 reputation and goodwill.

#### 14 **IV. CONCLUSION**

15 For the reasons stated in this Motion, Plaintiff respectfully requests that default  
16 judgment be entered in her favor and jointly and severally against Defendants  
17 Theecomfy LLC and Victor Carreras Gonzalez, and that a permanent injunction be  
18 entered in her favor and against both Defendants.

19 DATED: September 18, 2025 LAW OFFICES OF RONALD RICHARDS AND  
20 ASSOCIATES, A.P.C.

21 By: /s/ Ronald Richards  
22 Ronald Richards, Esq.  
23 Attorneys for Plaintiff Arielle Lorre

24 DATED: September 18, 2025 LAW OFFICES OF GEOFFREY LONG, A.P.C.

By: /s/ Geoffrey Long  
Geoffrey Long, Esq.  
Attorneys for Plaintiff Arielle Lorre

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**DECLARATION OF RONALD RICHARDS, ESQ.**

1. I am an attorney licensed to practice law in the State of California and am counsel of record for Plaintiff Arielle Lorre (“Plaintiff”) in this action. I have personal knowledge of the facts stated herein, and if called as a witness, I could and would competently testify thereto.
2. On June 18, 2025, the Complaint was filed in this action. (Dkt. 1).
3. On July 17, 2025, the Proof of Service on Defendant Victor Carreras Gonzalez was filed as Dkt. 11, showing service on June 27, 2025. The answer was due on July 28, 2025. On July 17, 2025, the Proof of Service on Defendant Theecomfy LLC was filed as Dkt. 10, showing service on June 27, 2025. The answer was due on July 28, 2025.
4. No answer or other response was filed by Defendants Theecomfy LLC or Victor Carreras Gonzalez (collectively “Defendants”), and neither the Defendants nor any counsel on their behalf has contacted my office regarding this matter.
5. On August 3, 2025, Plaintiff filed a Request for Entry of Default against both Defendants. (Dkt. 12 and Dkt. 13.)
6. On August 6, 2025, the Clerk entered default against each of the Defendants. (Dkt. 14 and Dkt. 15.)
7. Pursuant to Local Rule 55-1: (a) The default was entered on August 6, 2025, against each of the Defendants; (b) the default was entered as to the Complaint filed on June 18, 2025; (c) neither Defendant is an infant or incompetent person;

1 (d) Based on a search of the Department of Defense Manpower Data Center  
2 records, Defendant Victor Carreras Gonzalez is not in military service as  
3 defined by the Servicemembers Civil Relief Act (50 U.S.C. § 3901 et seq.), and  
4 Theecomfy LLC, as a corporate entity, is not subject to the Act; and (e) on  
5 September 17, 2025, a copy of this motion for default judgment, including  
6 notice of the amount of damages requested, was served on Defendants at their  
7 last known addresses: 2201 Menaul Blvd. NE, Ste. A, Albuquerque, NM 87107  
8 (for both Theecomfy LLC and Victor Carreras Gonzalez), via first-class mail,  
9 pursuant to F.R.Civ.P. 55(b)(2) and Local Rule 55-2.  
10

11 8. The allegations in the Complaint are true and correct. Defendants Theecomfy  
12 LLC and Victor Carreras Gonzalez are jointly and severally liable as alter egos  
13 for the misappropriation of Plaintiff's name and likeness through AI-generated  
14 deepfake advertisements falsely endorsing Defendants' products, and for unfair  
15 business practices.  
16

17 9. Attorneys' fees in the amount of \$10,200.00 are reasonable for the work  
18 performed in this case, including investigation, drafting the Complaint, service,  
19 default proceedings, and this motion and supporting declarations. I spent a total  
20 of eight hours on this matter. Four hours for drafting the complaint and  
21 researching the issues, one hour organizing the investigation of the process  
22 servers and communicating with the company, and three hours drafting this  
23  
24

1 motion and the clerk's default and judgment documents. The Complaint  
2 requests attorneys' fees and they are authorized pursuant to California Civil  
3 Code section 3344. I have been a practicing attorney for over 30 years; my  
4 hourly rate is \$1,275.00 per hour. This is consistent with attorneys in the  
5 Beverly Hills area with my years of experience, qualifications, and success.  
6

7 10. The research to find these Defendants in New Mexico required the retention of  
8 an investigator and process server. A total of \$500.00 was incurred and paid for  
9 those services. A copy of the invoice is attached as Exhibit "A".

10 11. There was also an initial court filing fee of \$402.00 paid by our office for the  
11 Plaintiff. The total costs amounted to \$902.

12 12. On April 2, 2025, I also sent a cease and desist letter. A copy of the email and  
13 letter as attached as Exhibit "B". The defendants ignored the letter.  
14

15 I declare under penalty of perjury under the laws of the United States of America  
16 the above to be true and correct.

17 /s/ Ronald Richards  
18 Ronald Richards  
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## **EXHIBIT A**



VIG  
(949) 500-1610

Invoice #000015

Issue date  
Jul 3, 2025

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# Invoice #000015

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**Customer**Ronald Richards  
ron@ronaldrichards.com

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**Invoice Details**PDF created September 12, 2025  
\$500.00

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**Payment**Due July 3, 2025  
\$500.00

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Items	Quantity	Price	Amount
Custom Amount <i>Lorre v TheeComfy</i> <i>2 Serves</i>	1	\$500.00	\$500.00
Subtotal			\$500.00

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**Total Paid** **\$500.00**

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**Payments**

Aug 21, 2025 (Visa 0757)

\$500.00

**View online**To view your invoice go to <https://squareup.com/u/BFYNcfh9>

Or open the camera on your mobile device and place the QR code in the camera's view.

**EXHIBIT B**

**Ronald Richards**

---

**From:** Ronald Richards  
**Sent:** Wednesday, April 2, 2025 6:21 AM  
**To:** info@skiand.com  
**Subject:** CEASE AND DESIST, TIME SENSITIVE LETTER  
**Attachments:** arielle.ceasedesist.skaind.pdf  
  
**Importance:** High

Dear Sirs,

Please see attached time sensitive cease and desist letter.

LAW OFFICES OF  
**Ronald Richards and Associates**  
A Professional Corporation  
310-556-1001 Los Angeles Office  
202-508-1060 DC Office

**\*Admitted in the following  
Courts:\***

All Fed. and State Cts. in  
California, 2<sup>nd</sup>, 9<sup>th</sup> & 11<sup>th</sup> Circuit,  
C.O.A.'s, ED of Michigan, D of  
Colorado, W.D. of Tenn., District  
of Columbia D.C.,  
The United States Supreme Court  
(U.S.S.C.)

**Bar Membership:**  
California  
District of Columbia

**Office Locations:**

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WEBSITE: [WWW.RONALDRICHARDS.COM](http://WWW.RONALDRICHARDS.COM)

April 2, 2025

Theecomfy LLC  
[www.Skaind.com](http://www.Skaind.com)  
VIA EMAIL: [info@skaind.com](mailto:info@skaind.com)

**CEASE AND DESIST IMMEDIATE USE OF ARIELLE LORRE'S LIKENESS**

Dear Sirs,

Our office represents Arielle Lorre. We are attaching a screen shot of a video being run by you on Instagram stories. This is a blatant violation of his likeness and is a serious tort.

Pursuant to California law, you may not use her likeness to promote your product. To prove a misappropriation, a plaintiff must show (1) the defendant's use of the plaintiff's identity; (2) the appropriation of plaintiff's name or likeness to defendant's advantage, commercially or otherwise; (3) lack of consent; and (4) resulting injury." *Loc. TV, LLC v. Superior Ct.*, 3 Cal. App. 5th 1, 7-8, (2016).

In your case, you are using a video that has been edited and manipulated to suggest she is doing an interview with your company and falsely implying she is endorsing your product or commenting on it. You are also posting pictures of her with another client of ours. Not only is this interfering with the integrity of her well positioned and credible endorsements but it is also stealing money from her as you are not paying for her endorsement. You are diluting her brand and hurting companies that actually use her endorsement and paid for it. To the extent you are using AI, you may be subjecting yourself to serious civil and potentially criminal consequences under California law. We have attached screenshots. These images are being displayed on your Instagram account.

These deceptive practices have severe consequences under California law. Our client will seek damages including punitive damages in the event you do not immediately take down all false endorsement videos. We will also report these intellectual property violations to Facebook and Instagram and all the places you advertise and you will be blacklisted.

Your continued false advertising campaign also violates Business and Professions Code section 17200 et. seq., the unfair competition law. Section 17200 provides a private cause of action for any “unlawful, unfair or fraudulent business practice and unfair, deceptive, untrue or misleading advertising.” Section 17200, provides injunctive relief and restitution to prevent ongoing or threatened acts of unfair competition. (*Zhang v. Superior Court* (2013) 57 Cal.4th 364, 371)

You have 72 hours to remove these materials and provide us with assurances you will not do this again or will shall proceed against you in numerous forums and avenues.

Sincerely,

A handwritten signature in blue ink, appearing to read 'tu' followed by a long horizontal flourish.

Ronald Richards, Esq.



## Video



skaind.official



it's not even that  
complicated

Shop now



♡ 77    💬 5    ▼



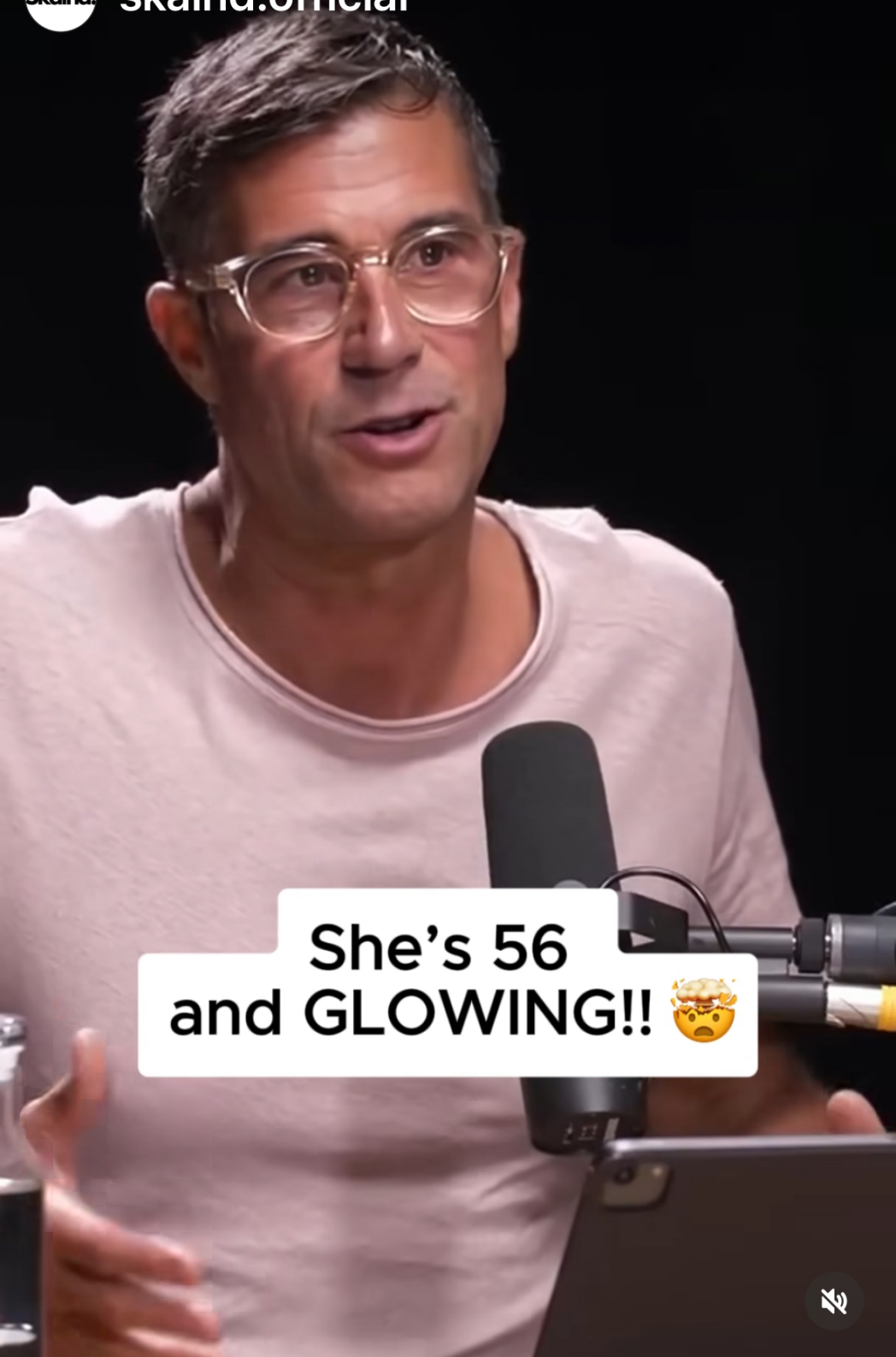
skaind.official 🇸🇪 Our BIGGEST SALE of  
the year is here! 🇸🇪



## Video



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the year is here!



**DECLARATION OF ARIELLE LORRE**

I, Arielle Lorre, declare as follows:

1. I am the Plaintiff in this action. I am over the age of 18 and have personal knowledge of the facts stated herein. If called as a witness, I could and would competently testify thereto.
2. I am a well-known influencer and podcaster in the wellness and beauty industry, residing in Los Angeles County, California. I have built a substantial following and brand value through my authentic endorsements and content.
3. Without my consent, Defendants Theecomfy LLC or Victor Carreras Gonzalez (collectively “Defendants”) used AI-generated deepfake videos and images of my likeness to falsely endorse their skincare products, including on social media and their website. This misuse began around early 2025 and continued until at least the filing of this lawsuit. I personally saw and viewed these false and fake images and videos on Defendants’ social media and website.
4. I found out about the misuse because one of my followers sent me the fake images.
5. The Defendants hid the misuse of my images by only displaying them in targeted ads.
6. Defendants also generated a deep fake of me with my boyfriend taken from posts on my own social media.
7. Defendants also lied about the fact that they pretended that the fake image of me



1 was AI and that I was not a real person. They tried to pretend I was only  
2 created by AI. It was a bad lie.

3 8. I reached out to the Defendants via their social media account regarding their  
4 unauthorized use of my image and likeness. Defendants wrote me back  
5 admitting the unauthorized use and appropriation of my image and likeness and  
6 apologized, but did nothing to reimburse me for the damage they caused.

7  
8 9. As a result of Defendants' actions, there was a dilution of my brand value,  
9 reputational harm, and emotional distress. This is because I was associated with  
10 an inferior brand and I only work with certain brands.

11 10. Based on my experience, likeness, and following, my endorsement fees for  
12 similar beauty products as those of Defendants' range from \$25,000 to \$50,000  
13 per campaign. Defendants' unauthorized use of my likeness and image has  
14 devalued my image and brand. I should be compensated for their free use of my  
15 images. I am seeking \$200,000 in damages for the amount of times they used  
16 my images. I am estimating they used my images over 100 times without  
17 permission.  
18

19 11. Defendants' conduct was willful, malicious, and done with conscious disregard  
20 for my rights, as they continued the misuse despite knowing it was  
21 unauthorized. This warrants punitive damages of \$200,000 to punish  
22 Defendants and deter similar conduct.  
23  
24

1 12. Defendants profited from their unauthorized use of my likeness and  
2 image through increased sales of their products. Since Defendants are  
3 avoiding responsibility, I cannot seek full restitution and disgorgement of  
4 their profits. The \$400,000 award is a fair compromise.

5 13. To prevent ongoing harm, a permanent injunction is necessary to enjoin  
6 Defendants from further using my likeness or engaging in similar unfair  
7 practices.

8 14. Prejudgment interest should accrue on the damages at the statutory rate from  
9 the date of the misuse.

10 15. I am incorporating by reference the Complaint and allegations set forth in the  
11 Complaint as true and correct attached as Exhibit "C" to this motion.  
12

13  
14  
15 I declare under penalty of perjury under the laws of the United States of America  
16 the above to be true and correct.

Signed by:



BE40BAD277CF4C1...

Arielle Lorre

## **EXHIBIT C**

Ronald N. Richards (Cal. State Bar No. 176246)  
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Telephone: (310) 556-1001  
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Geoffrey S. Long (Cal. State Bar No. 187429)  
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1601 N. Sepulveda Blvd., No. 729  
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Telephone: (310) 480-5946  
Facsimile: (310) 796-5663

Attorneys for Plaintiff ARIELLE LORRE, an individual

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

ARIELLE LORRE, an individual,

Plaintiff,

v.

THEECOMFY LLC, a New Mexico  
limited liability company; and VICTOR  
CARRERAS GONZALEZ, an individual,

Defendants.

Case No.

**COMPLAINT FOR:**

**(1) MISAPPROPRIATION OF NAME  
AND LIKENESS**

**(2) UNFAIR BUSINESS PRACTICES  
(CAL. BUS. & PROF. CODE §§  
17200 ET SEQ.)**

COMES NOW Plaintiff ARIELLE LORRE (“Plaintiff” or “Lorre”) for her  
Complaint against Defendants THEECOMFY LLC (“Theecomfy”) and VICTOR  
CARRERAS GONZALEZ (“Gonzalez,” collectively “Defendants”), and states and  
alleges as follows:

**PARTIES**

1. Lorre is a woman residing in Los Angeles County, State of California.

1           2. Defendant Theecomfy is a New Mexico limited liability company with its  
2 principal place of business located in Albuquerque, New Mexico. Theecomfy is not  
3 registered with the California Secretary of State to conduct business in the State of  
4 California.

5           3. Defendant Gonzalez is an individual. Plaintiff is informed and believes  
6 that Gonzalez is the sole managing member of Theecomfy. Plaintiff is informed and  
7 believes that Gonzalez resides in Albuquerque, New Mexico.

8           4. Plaintiff is informed and believes, and thereon alleges, that at all times  
9 alleged in this Complaint, Defendants, and each of them, were the agents, alter egos,  
10 and representatives of each other in doing the things herein alleged and, in doing so,  
11 were acting within the scope of their respective authorities as agents, representatives,  
12 and are jointly and severally liable to Plaintiff.

13           5. Plaintiff is informed and believes, and thereon alleges, that at all times  
14 mentioned in this Complaint Gonzalez and Theecomfy are and were the alter egos of  
15 each other. Plaintiff alleges that as alter egos of each other, Gonzalez and Theecomfy  
16 each are liable for the debts, obligations, and acts of each other. The separateness of  
17 Theecomfy should be disregarded in order to promote the ends of justice. Theecomfy  
18 has been used by Gonzalez to perpetrate a fraud on the public, and its separateness  
19 should be disregarded and the acts of each of them should be treated as if they were  
20 the acts of the others.

21           6. Plaintiff is informed and believes, and thereon alleges, that Gonzalez  
22 failed to treat Theecomfy as a separate entity and operated that business as a sole  
23 proprietorship.

24           7. Plaintiff is informed and believes, and thereon alleges, that as between  
25 Gonzalez and Theecomfy there is a domination of finances, policies and practices  
26 such that there is no corporate separateness between them, that Theecomfy is simply a  
27 business conduit for Gonzalez and the corporate veil should be pierced.  
28

1           8. Plaintiff is informed and believes, and thereon alleges, that Theecomfy  
2 and Gonzalez are the alter egos of each other. Plaintiff is informed and believes that  
3 Theecomfy is:

- 4           a. undercapitalized,  
5           b. has commingled funds and other assets between Theecomfy and  
6           Gonzalez,  
7           c. has failed to segregate funds,  
8           d. that there have been unauthorized diversion of corporate/business funds  
9           and assets to other than corporate/business uses,  
10          e. that Gonzalez has treated the assets of Theecomfy as his own and used  
11          the funds for his personal uses,  
12          f. that there has been a failure to maintain minutes and adequate  
13          corporate/LLC records,  
14          g. there is an absence of corporate assets,  
15          h. that the use of the entity is a mere shell, instrumentality or conduit for the  
16          business of Gonzalez,  
17          i. there is a disregard of legal formalities and the failure to maintain arm's  
18          length relationships between Theecomfy and Gonzalez,  
19          j. there have been diversions of assets from the entity to Gonzalez to the  
20          detriment of creditors, and  
21          k. there has been a use of Theecomfy as a shield against personal liability of  
22          Gonzalez.

23                   **JURISDICTION AND VENUE ALLEGATIONS**

24           9. This Court has original subject matter jurisdiction over this action  
25 pursuant to 18 U.S.C. Section 1332 in that the amount in controversy exceeds  
26 \$75,000, exclusive of interest, Plaintiff is a citizen/resident of the State of California,  
27 Gonzalez is a citizen/resident of the State of New Mexico, and Theecomfy is a citizen  
28

1 of New Mexico (Johnson v. Columbia Properties Anchorage, LP, 437 F.3d 894, 899  
2 (9th Cir. 2006)).

3 10. Venue is proper in this Court on the ground that Plaintiff resides in this  
4 judicial district.

5 **STATEMENT OF FACTS**

6 11. Plaintiff is a well-known and successful lifestyle, wellness, and health  
7 influencer based in Los Angeles, California.

8 12. In 2016, Plaintiff made her Instagram debut, which thereafter lead to the  
9 creation of her website and subsequent podcast, Well with Arielle Lorre. She has an  
10 incredibly profitable brand and protects it by being very discerning with partnerships  
11 and content. This is what Plaintiff really looks like:



1           13. Plaintiff has numerous valuable endorsements in the health, lifestyle, and  
2 beauty industries as a result of her brand, story, success as an influencer, appearance,  
3 likeness, and image.

4           14. Plaintiff has become widely known for her skin, skincare videos, and  
5 being a trusted authority in the beauty space.

6           15. Plaintiff's brand, likeness, and image have significant personal and  
7 commercial value.

8           16. Plaintiff is informed and believes that Defendants own and operate the  
9 website [www.skaind.com](http://www.skaind.com) whereon Defendants market and sell a skin care line under  
10 the brand name Skaind, possibly among others.

11           17. Plaintiff is informed and believes that Defendants maintain and operate  
12 the Instagram account @skaind\_brand and perhaps other accounts on Instagram,  
13 Facebook, and other forms of social media whereon Defendants market and sell a skin  
14 care line under the brand name Skaind.

15           18. Defendants have used on social media, including on their Instagram and  
16 Facebook accounts, a video that Defendants falsely altered, edited, and manipulated to  
17 suggest that Plaintiff is participating in an interview with Defendants' to promote and  
18 endorse their products, Skaind brand, and company/business. The manipulated and  
19 edited video made and used by Defendants falsely suggests and implies that Plaintiff  
20 is endorsing Defendants' product/business or commenting on it and falsely claiming  
21 that Plaintiff is 60 years old. Defendants engaged in these false acts without  
22 Plaintiff's knowledge, permission or consent. Defendants have used AI and other  
23 deceptive tools to manipulate Plaintiff's image.

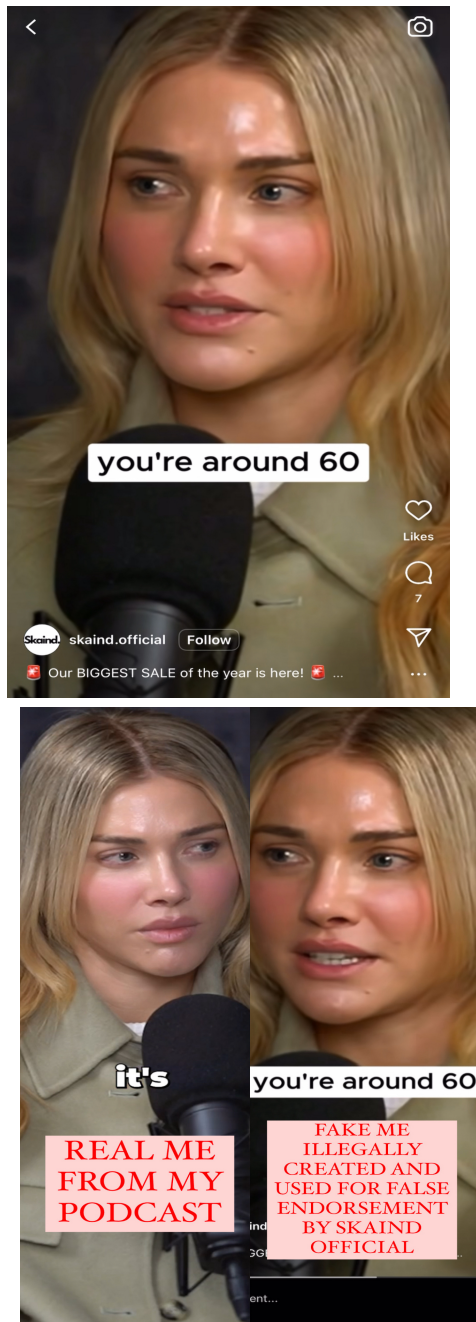
24           19. Defendants utilized the fake images of Plaintiff by, among other means,  
25 distributing them to a targeted list of social media followers of Plaintiff.

26           20. Defendants also posted pictures of Plaintiff on Defendants' Instagram and  
27 social media accounts without Plaintiff's knowledge, permission or consent.  
28



Defendants also had b-roll video of Plaintiff's significant other without permission.

21. The following screenshots were taken from Defendants' Instagram account @skaind\_brand and are examples of the foregoing false and tortious acts by Defendants against Plaintiff and tortious use and misappropriation of her likeness and image. The first screenshot is directly from Defendants' Instagram account as it appeared therein. The red text in the second screenshot was added by Plaintiff to describe each of the two side-by-side images in the second screenshot:



1           22. Defendants' false acts and misappropriation of Plaintiff's likeness has  
2 interfered with and is interfering with the integrity of Plaintiff's well-positioned and  
3 credible endorsements.

4           23. Defendants' false acts and misappropriation of Plaintiff's likeness has  
5 impaired Plaintiff's credibility in connection with her business as an influencer and  
6 endorser of beauty and health products.

7           24. Defendants have not compensated Plaintiff for the use of her image and  
8 likeness.

9           25. Defendants' acts have and are diluting Plaintiff's brand and the value of  
10 her approved and paid endorsements.

11           26. It is unknown how long Defendants have been engaging in the foregoing  
12 tortious and wrongful conduct against Plaintiff and her image and likeness.

13           27. Defendants were notified in writing of their tortious and wrongful acts on  
14 or about April 2, 2025.

15           28. In response to a message sent to Defendants via their social media  
16 account regarding their unauthorized use of Plaintiff's image and likeness, Defendants  
17 admitted to the unauthorized use and misappropriation of Plaintiff's image and  
18 likeness as follows:

19           Hello Arielle

20           We wanted to apologize for the use of a video clip of you in our recent  
21 advertising campaign. We want to clarify that at no time was it our  
22 intention to use your image or voice without authorization.

23           Our marketing team accessed this content through an artificial intelligence  
24 platform without being aware that it was a recognized person or with  
25 image rights.

26           The content will be removed from Meta today. However, it may still be  
27 displayed briefly due to Meta's refresh times, as advertising impacts are  
28 not instantly interrupted.

          We deeply regret this situation and any inconvenience it may have caused



1 alleged herein, Plaintiff has been damaged in the amount of at least \$2,000,000  
2 according to proof.

3 37. In doing the things alleged herein, Defendants acted willfully,  
4 maliciously, and with the intent to cause injury and harm to Plaintiff and to  
5 intentionally and falsely misappropriate Plaintiff's image and likeness. Defendants  
6 are guilty of malice and/or fraud in conscious disregard of Plaintiff's rights, thereby  
7 warranting punitive and exemplary damages in an amount appropriate to punish  
8 Defendants, and each of them, and deter them and others from engaging in similar  
9 misconduct.

10 **SECOND CLAIM**

11 **Violation of California Unfair Business Practices Act**

12 **(Cal. Bus. & Prof. Code §§ 17200 set seq.)**

13 **(Against all Defendants)**

14 38. Plaintiff realleges and reavers the allegations set forth in paragraphs one  
15 through thirty-seven above as if fully rewritten herein.

16 39. Defendants have engaged in acts violating California law including, but  
17 not limited to, misappropriating Plaintiff's image and likeness.

18 40. Plaintiff is informed and believes, and thereon alleges, that for the  
19 reasons set forth herein, Defendants have and are engaged in unlawful, unfair, and  
20 fraudulent business practices in violation of California *Business & Professions Code*,  
21 section 17200, including, but not limited to:

- 22 a. misappropriating Plaintiff's image and likeness;  
23 b. altering images/video of Plaintiff; and  
24 a. representing that Defendants' products have Plaintiff's approval  
25 and endorsement when they do not.

26 41. Plaintiff is informed and believes, and thereon alleges, that for the  
27 reasons set forth above, Defendants have violated the unlawful prong of California  
28

1 *Business & Professions Code*, section 17200, in that the acts, practices, and business  
2 activities of Defendants, as alleged herein, are forbidden by law.

3 42. Plaintiff is informed and believes, and thereon alleges, that for the  
4 reasons set forth above, Defendants have violated the fraudulent business practices  
5 prong of California *Business & Professions Code*, section 17200, in that Defendants'  
6 foregoing business practices are likely to deceive and did deceive California  
7 consumers because they are untrue and/or had a tendency to mislead or deceive.

8 43. Plaintiff is informed and believes, and thereon alleges, that Defendants  
9 also have violated the fraudulent business practices prong of California *Business &*  
10 *Professions Code*, section 17200, in that, Defendants made the false  
11 misrepresentations to California consumers as alleged herein.

12 44. Plaintiff has suffered injury in fact and loss of money and/or property as a  
13 direct result of Defendants' violations of California *Business & Professions Code*,  
14 section 17200.

15 45. Pursuant to California *Business and Professions Code* Section 17203,  
16 Plaintiff is entitled to restitution of amounts paid to or received by Defendants and  
17 rightfully belonging to Plaintiff.

18 46. Plaintiff also seeks a preliminary and permanent injunction against  
19 Defendants from engaging in each of the unlawful, unfair, and fraudulent practices.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and  
22 severally, as follows:

- 23 1. For damages according to proof, but in the amount of at least \$2,000,000.  
24 2. That an injunction be issued, preliminarily and permanently, ordering the  
25 Defendants to remove any images and likeness of Plaintiff from their Instagram  
26 accounts, Facebook page, all other social media accounts, and website.  
27 3. That Defendants, their affiliates, officers, agents, servants, employees,  
28

1 attorneys, confederates, and all other persons acting for, with, by, through, under, or in  
2 active concert with them be temporarily, preliminary, and permanently enjoined and  
3 restrained from:

- 4 a) using Plaintiff's likeness or image;  
5 b) representing or passing off that Plaintiff has endorsed any of  
6 Defendant's products, business or company; and  
7 c) committing any acts calculated or intended to cause consumers to  
8 believe that Plaintiff has endorsed Defendants' products, business or company.

9 4. For restitution of all amounts received by Defendants for the use and  
10 misappropriation of Plaintiff's likeness and image.

11 5. For preliminary and permanent injunctive relief enjoining Defendants'  
12 unlawful, unfair, and fraudulent business practices in connection with the use and  
13 misappropriation of Plaintiff's image and likeness.

14 6. That Plaintiff be awarded her reasonable attorneys' fees pursuant to  
15 statute.

16 7. For punitive or exemplary damages.

17 8. That Plaintiff be awarded court costs.

18 9. That Plaintiff be awarded any and all other relief that this Court deems  
19 equitable and just.

20 DATED: May 29, 2025

LAW OFFICES OF RONALD RICHARDS AND  
ASSOCIATES, A.P.C.

22 By: /s/ Ronald Richards

23 Ronald Richards, Esq.  
24 Attorneys for Plaintiff COASTLINE SANTA  
MONICA INVESTMENTS, LLC

25 DATED: May 29, 2025

LAW OFFICES OF GEOFFREY LONG, A.P.C.

26 By: /s/ Geoffrey Long

27 Geoffrey Long, Esq.  
28 Attorneys for Plaintiff COASTLINE SANTA  
MONICA INVESTMENTS, LLC



**CERTIFICATE OF SERVICE**

I am employed in the County of Los Angeles, State of California; I am over the age of 18 and not a party to the within action; my business address is P.O. Box 11480 Beverly Hills, CA 90213.

On the date indicated below, I served the foregoing document(s) described as:

**1. PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR DEFAULT JUDGMENT AND PERMANENT INJUNCTION AGAINST DEFENDANTS THEECOMFY LLC AND VICTOR CARRERAS GONZALEZ**

**2. DECLARATION OF ARIELLE LORRE**

**3. DECLARATION OF RONALD RICHARDS, ESQ.**

**4. PROPOSED ORDER**

on the interested parties to this action by delivering a copy thereof in a sealed envelope addressed to each of said interested parties at the following address(es):

Theecomfy LLC  
2201 Menaul Blvd. NE, Ste. A  
Albuquerque, NM 87107  
Email to: info@skiand.com

Victor Carreras Gonzalez  
2201 Menaul Blvd. NE, Ste. A  
Albuquerque, NM 87107  
Email to: info@skiand.com

**X (BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in Los Angeles, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under penalty of perjury that the above is true and correct. Executed on September 18, 2025, in Los Angeles, CA

/s/ Ronald Richards

---

RONALD RICHARDS